



Digital platform for circular economy in cross-sectorial sustainable value networks



This project has received funding from the European Union's Horizon 2020
research and innovation programme under grant agreement No. 873111

**Open call type “B”: Pilots in new sectors using
the DigiPrime digital platform, services, and
basic data transfer functionalities**

Annex 5: Sub-grant Agreement template

Version 3.1

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Contracting parties

POLITECNICO DI MILANO, established in Piazza Leonardo da Vinci, 32 - 20133 Milano Milano, Italy, VAT number: IT04376620151, acting on behalf of DIGIPRIME consortium, represented for the purposes of signing the Agreement by Prof. Marcello Colledani, as Coordinator of DIGIPRIME Consortium, hereinafter referred as the “Contractor”

Of the one part, and

[COMPANY_NAME], an SME organized under the laws of [COUNTRY], established in [LEGAL_ADDRESS], with VAT number [VAT_NUMBER], duly represented by [LEGAL_REPRESENTATIVE], [LEGAL_REPRESENTATIVE_POSITION], hereinafter referred as the “Beneficiary” [*“Consortium leader” to be added in case of multi-beneficiary agreement*]

[COMPANY_NAME], an SME organized under the laws of [COUNTRY], established in [LEGAL_ADDRESS], with VAT number [VAT_NUMBER], duly represented by [LEGAL_REPRESENTATIVE], [LEGAL_REPRESENTATIVE_POSITION], hereinafter referred as the “Beneficiary”

[COMPANY_NAME], an SME organized under the laws of [COUNTRY], established in [LEGAL_ADDRESS], with VAT number [VAT_NUMBER], duly represented by [LEGAL_REPRESENTATIVE], [LEGAL_REPRESENTATIVE_POSITION], hereinafter referred as the “Beneficiary”

of the other part.

Hereinafter collectively referred as the “Contracting Parties”

HAVE AGREED to the following terms and conditions including those in the following, which form an integral part of this Sub-grant Agreement (hereinafter referred as the “Contract”):

General Provisions

The European Commission (hereinafter referred as the “EC”) and the Contractor on behalf of the consortium have signed the Grant Agreement no 873111 for the implementation of the Digital platform for circular economy in cross-sectorial sustainable value networks – DIGIPRIME within the framework of the European Union’s Horizon 2020 research and innovation programme, DT-ICT-07-2018-2019.

The Contract aims at defining the framework of rights and obligations of the Contracting Parties under the Sub-project [SUB-PROJECT_ACRONYM], [SUB-PROJECT_FULL_NAME].

The Beneficiary has received the favourable resolution by the external evaluators and therefore is entitled to receive funding and services according to the terms and conditions set out under the Contract.

The funds received by the Beneficiary is property of the EC. The Contractor is mere holder and managers of the funds.

5.1. Article 1 – Entry into force and Termination of the Contract

This Contract shall enter into force on the day of its signature by the last Contracting Party. The termination of the Contract will be subject to the terms and conditions set out in Annex 2 – Guidelines for Applicants.

5.2. Article 2 - Obligations and Responsibilities of the Beneficiary

The obligations and responsibilities are defined in detail in the Annex 2 - Guidelines for Applicants.

Additionally, the Beneficiary shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, family or emotional ties or any other interests liable to influence the impartial and objective performance of the Sub-project..

The sub-grant consortium (beneficiary) confirms and guarantees that a Consortium Agreement between the members of the sub-grant consortium has been signed clarifying all participation, financial and IP rights issues. In more details:

- The Consortium leader (beneficiary) declares that all Consortium partners have agreed on their roles and budget shares.
- The Consortium leader (beneficiary) is solely responsible to distribute the budget shares to Consortium partners in accordance to this Consortium Declaration.
- DigiPrime Consortium bears no responsibility in case the Consortium leader (beneficiary) violates the mutual agreement set in the above-mentioned Consortium Agreement.
- DigiPrime Consortium bears no responsibility in case of dispute among consortium partners regarding IP rights.

5.3. Article 3 – Breach of Contractual obligations

In the event of a breach of the contractual obligations by the Beneficiary, the Contractor reserves the right to claim the Beneficiary the full refund of all payments made to the Beneficiary up to date and/or terminate this Contract in accordance with Article 2 above. The breach of the contractual obligations by the Beneficiary shall be determined by the DigiPrime Consortium Coordinator.

Not attending the Event (unless in the case of Force Majeure as defined in Article 7 below) or attending the Event in a manner which intentionally disrupts the Event, shall be deemed as breach of the contractual obligations by the Beneficiary.

The provision of false or misleading declarations by the Beneficiary or any unsolved situation of conflict of interest also constitute examples of breach of contractual obligations by the Beneficiary.

5.4. Article 4 – Financial contribution and financial provisions

5.4.1. Maximum financial contribution

The maximum financial contribution to be granted by the Contractor to the Beneficiary [Beneficiaries in case of Consortium] shall not exceed the total amount of xxxxxxxxxxxxxxxxxxxx

5.4.2. Distribution of the financial contribution

The financial contribution to be granted to the Beneficiary shall be calculated and distributed in accordance with the provisions of the Annex 2: Guidelines for Applicants.

In any case, the financial grant to be paid will always be subject to:

- A favourable resolution by the external evaluators and DigiPrime Coordinator for assessing the sub-project in each stage;
- Reception and acceptance of the relevant Financial Statements of the beneficiary;
- The Beneficiary Bank Account (Annex 8) matches the Financial Statement Bank Account;
- Full compliance by Beneficiary [Beneficiaries] of its [their] obligations under this Contract;
- Payments to the Beneficiary will be made by the Contractor. In particular:
 - The Contractor reserves the right to withhold the payments in case the Beneficiary does not fulfil with its obligations and tasks as per Annex 2 - Guidelines for Applicants and this Contract;
 - Banking and transaction costs charged by any of the banks related to the handling of any financial resources made available to the Beneficiary by the Treasurer shall be covered by the holder of the bank account which originated the cost. This means that the Contractor bears the cost of transfers charged by its bank and the Beneficiary bears the cost of transfers charged by its bank;
- Payments will be released no later than thirty (30) natural days after the notification by the Contractor;
- The Beneficiary is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

5.4.3. Payment's schedule

The payment schedule is directly linked to the relevant stages of the sub-project described in the Guidelines for Applicants (Annex 2).

- 25% of the total financial support as pre-financing, upon selection, approval of the proposal and following the signature of the Sub-grant Agreement.
- 40% of the total financial support upon interim validation of results and deliverables submitted at the end of Month 3
- 35% of the total financial support at the end of the sub-project, upon validation of results and deliverables submitted at the end of Month 6.

The Beneficiary is [Beneficiaries are] entitled to receive exclusively those payments allocated to each specific stage of the sub-project provided that the conditions under Article 4.2 are fulfilled.

5.5. Article 5 – Liability of the Beneficiary

The Contractor, the Agency and/or the EC cannot be held liable for any damage caused to the Beneficiary as a consequence of implementing the Contract, including for gross negligence.

Neither the Contractor nor the Agency and/or the EC can be held liable for any acts or omissions of the Beneficiary in relation to this Contract. At the same time, the Beneficiary is responsible for any act or omission that causes damage to the Contractor and/or the Agency and/or the EC in relation to this Contract.

Except in case of force majeure (as defined below under Article 7 of this Contract), the Beneficiary must compensate the Contractor, the Agency and/or the EC for any damage caused as a result of the implementation of the action or because the action was not implemented in full compliance with the Contract and its Annexes.

The Beneficiary shall bear sole responsibility for ensuring that their acts within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties.

5.6. Article 6 – Confidentiality

With respect to all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the sub-project, this Contract and corresponding actions and execution, identified in writing as confidential, the terms of this Article shall apply.

During implementation of the action under this Contract and for four years after the period set out in this Contract for the duration of the grant hereunder, the Contracting Parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ('**confidential information**').

If the Beneficiary requests, the Contractor may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the Contracting Parties, they may use confidential information only to implement the Contract.

The Beneficiary may disclose confidential information to their personnel, or third parties involved in the action only if they:

- a) need to know confidential information to implement the Contract, and
- b) are bound by an obligation of confidentiality.

The Contractor may disclose confidential information to its staff or to other Consortium members, the Agency, the EC, and other EU institutions and bodies. It may disclose confidential information to third parties, if the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- a) the disclosing party agrees to release the other party;
- b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- c) the recipient proves that the information was developed without the use of confidential information;
- d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- e) the disclosure of the information is required by EU or national law.

If the Beneficiary breaches any of its obligations under this Article, the grant may be reduced and the sub-contract or participation of the Beneficiary may be terminated, with the right of the Contractor to claim the Beneficiary the full refund of all payments made to the Beneficiary up to date.

5.7. Article 7 – Force Majeure

“Force Majeure” shall mean any unforeseeable exceptional situation or event beyond the Contracting Parties control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part and which proves to be inevitable in spite of exercising all due diligence.

Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as force majeure.

The Contracting Parties shall take the necessary measures to limit any damage due to force majeure. They shall do their best to resume the implementation of the action as soon as possible.

No Contracting Party shall be considered to be in breach of its obligations and tasks if such breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure as soon as possible. In case the Beneficiary is not able to overcome the consequences of Force Majeure within 10 (ten) days after such notification, the Contractor will decide accordingly including the termination of the sub-contract.

5.8. Article 8 – Information and Communication - Promotion

Any publicity made by the Beneficiary in respect of the project, in whatever form and on or by whatever medium, must specify that it reflects only the author’s views and that the Contractor,

DigiPrime consortium or EC are not liable for any use that may be made of the information contained therein.

The Contractor, DigiPrime consortium and EC shall be authorized to publish, in whatever form and on or by whatever medium, the following information:

- the name of the Beneficiary;
- contact address of the Beneficiary;
- the general purpose of the sub-project;
- the amount of the financial contribution of the EC.

The Beneficiary shall ensure that all necessary authorizations for such publication have been obtained and that the publication of the information by the Contractor, DigiPrime Consortium or EC does not infringe any rights of third parties.

Upon a duly substantiated request by the Contractor on behalf of the Beneficiary, the EC may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security, academic or commercial interests.

The Beneficiary must promote the action and its results under this Contract, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner, without infringing the confidentiality obligations under this Contract.

Before engaging in a communication activity expected to have a major media impact, the Beneficiary must inform the Contractor.

Any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

- a) display the European Union logo, emblem and
- b) include the following text:

"This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 873111".

When displayed together with another logo, the EU emblem must have appropriate prominence. For the purposes of their obligations under this Article, the Beneficiary may use the EU logo without first obtaining approval from the Contractor. This does not, however, give them the right to exclusive use.

Moreover, the Beneficiary may not appropriate the EU logo or any similar trademark or logo, either by registration or by any other means.

The Contractor, Agency and the Commission may use, for its communication and publicising activities, information relating to the sub-project, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any beneficiary (including in electronic form), without infringing the confidentiality obligations under this Contract.

If the said use of the above materials, documents or information would risk compromising legitimate interests, the Beneficiary concerned may request the Contractor not to use it.

The right to use the Beneficiary's materials, documents and information includes:

- use for its own purposes (in particular, making them available to persons working for the Contractor, Agency, the EC or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- editing or redrafting for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- translation;
- giving access in response to individual requests under Regulation No 1049/2001/27, without the right to reproduce or exploit;
- storage in paper, electronic or other form;
- archiving, in line with applicable document-management rules, and
- the right to authorise third parties to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Contractor, Agency or the Commission.

If the right of use is subject to rights of a third party (including personnel of the Beneficiary), the Beneficiary must ensure that it complies with its obligations under this Contract (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the Beneficiary), the Contractor, Agency or the Commission will insert the following information: “© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the Executive Agency [XXXXXXX] and the European Union (EU) under conditions.”

If the Beneficiary breaches any of its obligations under this Article, the grant may be reduced and this Contract may be terminated in accordance with Article 1.2 above.

5.9. Article 9 – Data protection

5.9.1. Data protection obligations

The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specified purposes and adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.

The Beneficiary will use and process the data only for the purposes of this Contract and during the length of the Contract. Any unauthorised use is forbidden. In any event, neither the Contractor nor the Data Provider will be held responsible for any abusive use of data incurred into by the Beneficiary.

The Beneficiary shall not try to re-identify anonymised data. In the event that re-identification occurs due to reasons not attributable to the Beneficiary, the Beneficiary commits not to use such data.

The Beneficiary shall delete, at the end of this Contract, the data (including personal data) to which the Beneficiary has been granted access during the incubation process, except where an agreement is entered into with the Data Provider.

5.9.2. New data produced.

The Beneficiary acknowledges that he/she will be the “data controller” of any new dataset or piece of personal information that the Beneficiary may produce in the course of the sub-project, except if otherwise agreed between the Contracting Parties or resulting from the applicable laws on this matter.

5.10. Article 10 – Financial audits and controls

The Agency and/or the EC may, at any time during the implementation of the sub-project and the activities under this Contract, and up to five years after the end of the DigiPrime project (foreseen for 31 December 2023), arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti-Fraud office (OLAF), on the Beneficiary. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC.

Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement. They shall be carried out on a confidential basis.

The Beneficiary shall make available directly to the EC all detailed information and data that may be requested by the EC or any representative authorised by it, with a view to verifying that the Grant Agreement is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. This information and data must be precise, complete and effective.

The Beneficiary shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the Contract until 2026. These shall be made available to the EC where requested during any audit under the Grant Agreement.

In order to carry out these audits, the Beneficiary shall ensure that the EC’s services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the Beneficiary’s offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the sub-project. They shall ensure that the information is readily available on the spot at the moment of the audit and, if so requested, that data be handed over in an appropriate form.

On the basis of the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the beneficiary concerned, which may make observations thereon within 1 month of receiving it. The EC may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the beneficiary concerned within 2 months of expiry of the aforesaid deadline.

On the basis of the conclusions of the audit, the EC shall take all appropriate measures which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules. In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC in order to protect the European Communities' financial interests against fraud and other irregularities.

5.10.1. Right to carry out checks

The Agency or the EC will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Contract, including assessing deliverables and reports.

For this purpose, the Agency or the Commission may be assisted by external persons or bodies.

The Agency or the Commission may also request additional information in accordance with Article 17 of the above identified Grant Agreement.

The Agency or the Commission may request the Beneficiary to provide such information to it directly. Information provided must be accurate, precise and complete and in the format requested, including electronic format.

5.10.2. Right to carry out audits

The Agency or the Commission may — during the implementation of the sub-project or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Contract.

Audits may be started up to two years after the payment of the balance. They will be formally notified to the Beneficiary concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party, the Beneficiary concerned must inform the third party.

The Agency or the Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the Beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The Beneficiary concerned must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Contract. The Agency or the Commission may request beneficiaries to provide such information to it directly.

For on-the-spot audits, the Beneficiary must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a 'draft audit report' will be drawn up.

The Agency or the Commission will formally notify the draft audit report to the Beneficiary concerned, which has 30 days to formally notify observations ('contradictory audit procedure'). This period may be extended by the Agency or the Commission in justified cases.

The 'final audit report' will take into account observations by the Beneficiary concerned. The report will be formally notified to it. Audits (including audit reports) are in the language of the Sub-grant Agreement.

The Agency or the Commission may also access the beneficiaries' statutory records for the periodical assessment of unit costs or flat-rate amounts.

5.10.3. Investigations by the European Anti-Fraud Office (OLAF)

Under Regulations No 883/201316 and No 2185/9617 (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

5.10.4. Consequences of findings in checks, reviews, audits and investigations — Extension of findings | Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this Sub-grant Agreement may lead to the rejection of ineligible costs, reduction of the sub-grant, recovery of undue amounts or to any of the other measures described in this Contract.

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of relevant contractual documentation.

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions ('extension of findings from this grant to other grants').

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

5.10.5. Findings in other grants

The Agency or the Commission may extend findings from other grants to this sub-grant ('extension of findings from other grants to this grant'), if:

- a) the Beneficiary concerned is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- b) those findings are formally notified to the Beneficiary concerned — together with the list of grants affected by the findings — no later than two years after the payment of the balance of this grant.

The extension of findings may lead to the rejection of costs, reduction of the grant, recovery of undue amounts, suspension of payments, suspension of the action implementation or termination.

Procedure

The Agency or the Commission will formally notify the Beneficiary concerned the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

If the findings concern eligibility of costs: the formal notification will include:

- a) an invitation to submit observations on the list of grants affected by the findings;
- b) the request to submit revised financial statements for all grants affected;
- c) the correction rate for extrapolation established by the Agency or the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the Beneficiary concerned:
 - i. considers that the submission of revised financial statements is not possible or practicable or
 - ii. does not submit revised financial statements.

The Beneficiary concerned has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated alternative correction method. This period may be extended by the Agency or the Commission in justified cases.

The Agency or the Commission may then start a rejection procedure, on the basis of:

- the revised financial statements, if approved;
 - the proposed alternative correction method, if accepted
- or
- the initially notified correction rate for extrapolation, if it does not receive any observations or revised financial statements, does not accept the observations or the proposed alternative correction method or does not approve the revised financial statements.

If the findings concern substantial errors, irregularities or fraud or serious breach of obligations: the formal notification will include:

- a) an invitation to submit observations on the list of grants affected by the findings and
- b) the flat-rate the Agency or the Commission intends to apply according to the principle of proportionality.

The Beneficiary concerned has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

The Agency or the Commission may then start a reduction procedure, on the basis of:

- the proposed alternative flat-rate, if accepted
- or
- the initially notified flat-rate, if it does not receive any observations or does not accept the observations or the proposed alternative flat-rate.

5.10.6. Consequences of non-compliance

If the Beneficiary breaches any of its obligations, any insufficiently substantiated costs will be ineligible and will be rejected. Such breaches may also lead to any of the other measures described under this Contract.

5.11. Article 11 – Amendments

Amendments or changes to this Contract shall be made in writing and signed by the duly authorized representative of the Contracting Parties. Nevertheless, In the event the EC modifies the conditions, the Contractor will amend the Contract accordingly.

5.12. Article 12 – Language

This Contract is drawn up in English, language which shall govern all documents, notices, meetings and processes relative thereto.

5.13. Article 13 – Applicable Law

This Contract shall be construed in accordance with and governed by the law of Belgium.

5.14. Article 14 – Settlement of disputes

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators in Brussels.

Each of the Contracting Parties to the dispute shall appoint one (1) arbitrator and the three (3) arbitrators so appointed shall elect the presiding arbitrator. Should a Party to the dispute which should appoint an arbitrator fails to do so within fourteen (14) days of the delivery of the written notice to do so from the other Party to the dispute or should the appointed arbitrators fail to reach agreement on the presiding arbitrator within fourteen (14) days after their appointment, such arbitrator shall be appointed in accordance with the Rules upon request of any of the Parties to the dispute.

The seat of arbitration shall be Brussels.

The Contracting Parties agree that the language of the arbitration, including oral hearings, written evidence and correspondence, shall be English.

A duly rendered arbitration award shall be final and binding on the Contracting Parties to the dispute. Each Contracting Party to the arbitration conducted in accordance with this section hereof shall bear its own expenses incurred in connection with such arbitration, including fees of its legal counsels. All other costs and expenses shall be apportioned between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators.

Nothing in this Contract shall limit the Contracting Parties right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

5.15. Article 15 – No double funding

By signing this sub-grant agreement, the beneficiary declares to be aware of the fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity be funded twice

from the EU budget, as defined in the Article 111 of Council Regulation (EC, Euratom) No. 1605/2002 of 25 June 2002 on the Financial Regulation, and confirms that all the work performed under this Contract will be done exclusively in the scope of the DigiPrime project (Grant Agreement No. 873111), not being supported or funded by any other European Commission program.

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorized representatives in three (3) copies:

For POLITECNICO DI MILANO (the Contractor)

Signature

Done at _____ on DD/MM/20YY

For [SME] (the Beneficiary)

Mr/Ms [NAME SURNAME]

[POSITION_IN_COMPANY]

Signature

Done at _____ on DD/MM/20YY